



2009 Aquaculture Grant Program Agreement

State of Arkansas

THIS AGREEMENT, made and entered into by and between the *Arkansas Agriculture Department, Aquaculture Division*, and

1. Name of Producer:		2. DUNS# _____	
Company Name:		Tax ID # or SSN # _____	
3. Address of Producer:	4. City, State, Zip Code	5. Phone Number:	6. Fax Number:
		(C) (H) (W)	7. Number of employees (including yourself & spouse).
8. Primary Contact:		9. Primary Contact Address if different:	
10. Email:			
11. APPLICABLE SPECIES OF AQUACULTURE: <input type="checkbox"/> Catfish <input type="checkbox"/> Baitfish <input type="checkbox"/> Hybrid Striped Bass <input type="checkbox"/> Goldfish <input type="checkbox"/> [other] _____		12. Tons of feed per species: _____ Catfish _____ Baitfish _____ Hybrid Striped Bass _____ Goldfish _____ [other] _____ Total Amount of Feed Purchased in 2009:	
13. Attach signed verification letter from feed provider certifying 1) tons of feed applicant purchased in 2009; 2) average price per ton producer paid in 2009; and 3) 2009 tonnage report			
14. Are you an aquaculture producer in another State? <input type="checkbox"/> Yes <input type="checkbox"/> No If you answered yes to the above question, list all States applicable:			
15. <input type="checkbox"/> Check if applying for more than the \$100,000 payment limit. The payment limitation shall be applied to an applicant based on the applicant's business structure as it existed during calendar year 2009.			
*****The shaded section is to be completed by the Arkansas Aquaculture Division*****			
16. Loss Determination: The producers 2009 average feed cost must exceed the 2003-2007 average cost by 25%			
Five Year Average		Producers 2009 Average Feed Cost per Ton	
i) Catfish – \$235 x 1.25 = \$293.75.....			
ii) Goldfish – \$235 x 1.25 = \$293.75.....			
ii) Baitfish – \$235 x 1.25 = \$293.75.....			
iv) Hybrid Striped Bass – \$813 x 1.25 = \$1,016.25.....			
v) Tilapia – \$540 x 1.25 = \$675.....			
17. Calculation Determination: The amount of assistance an eligible aquaculture producer may receive shall be equal to the lesser of:			
a) Producers 2009 Average Price per Ton			
Minus the 2003-2007 (5-year) Average Price per Ton..... -			
Equals Payment rate..... =			
b) Multiplied by producers 2009 tons purchasedx			
Equals the amount a producer is eligible to receive			
before applying payment limitations & payment factor, if applicable=			
The amount a producer is eligible to receive after payments limitations			
and payment factor, if applicable..... =			

18. COMPLIANCE WITH PROGRAM. PRODUCER agrees to comply with the terms and conditions of the 2009 AGP as specified by the STATE.

19. RECORDS AND AUDITS. PRODUCER agrees to maintain, for a period of 3 years after December 1, 2010, all records pertaining to the aquaculture operation during the term of this agreement. PRODUCER agrees to furnish such information and reports relating to this Agreement as may be requested by the STATE. Periodically, the STATE may require PRODUCER to forward to the STATE copies of any and all records that support the PRODUCER'S receipt of assistance under the 2009 AGP. The records required to be maintained by PRODUCER shall be available at all reasonable times for an audit or inspection by authorized representatives of the STATE or of the United States Department of Agriculture, or the Comptroller General of the United States. Failure to keep, or make available such records will result in termination of this Agreement by STATE and refund to STATE of all benefits received, plus interest thereon, as determined by the STATE.

20. PRIMARY STATE CONTACT. Should any dispute or question arise concerning the implementation of this Agreement or the 2009 Aquaculture Grant Program, PRODUCER should contact the STATE official listed below:

Primary STATE Contact: <i>Ted McNulty, Director of Aquaculture</i>	Phone: 870-575-8111 Fax: 870-575-7627
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21. APPLICABLE LAWS. The provisions of this Agreement are subject to all applicable laws and authorities.

22. SCHEME OR DEVICE. If the PRODUCER is suspected by STATE to have knowingly: (1) *adopted any scheme or device which violates this Agreement;* (2) *made any fraudulent representation;* (3) *misrepresented any fact affecting a determination under this Agreement;* or (4) *otherwise violated the terms and conditions of the 2009 AGP,* the **STATE will notify the appropriate investigating agencies of the STATE and the United States Department of Agriculture and may terminate the Agreement with a full refund of all benefits received there under, plus interest, and the producer will be subject to penalties under applicable civil and criminal laws.**

23. TERMINATION OF AGREEMENT. This Agreement will continue in force unless terminated in writing by STATE or by the mutual agreement of the parties. The STATE may terminate this Agreement without prior written notice when required to do so by programmatic requirements, expiration of authorizing legislation or authority, or the exhaustion of funds.

24. PRODUCER CERTIFICATIONS AND SIGNATURES. *PRODUCER hereby certifies as follows:*

- a. This agreement and all supporting documents (as required) are submitted in accordance with the 2009 AGP;*
- b. A CONTROLLED ENVIRONMENT is an environment in which everything that can practicably be controlled with structures, facilities, growing media (including but not limited to water or nutrients) by the producer, is in fact controlled by the producer, as determined by industry standards;*
- c. For 2010, PRODUCER is raising the applicable aquaculture species in a controlled environment, feeding and maintaining such eligible species for commercial use as part of a farming operation, and have a risk in the production of such eligible species;*
- d. For 2009, PRODUCER raised the applicable aquaculture species in a controlled environment, fed and maintained such eligible species for commercial use as part of a farming operation, and had risk in the production of such eligible species; and*
- e. Feed costs represented at least twenty-five percent of the total input costs for such aquaculture operation;*
- f. Forms CCC-926, AD-1026, and CCC-901 are on file at the applicable Farm Service Agency county office;*
- g. I am a principal in the PRODUCER and I am fully authorized to make and sign this Agreement on behalf of PRODUCER; and*
- h. I have purchased and fed fish feed to an eligible aquaculture species between the months of May 2010 through August 2010 and provided to the State supporting documentation;*

- i. Funds received under the 2009 AGP will be used for costs associated with such aquaculture operation;
- j. The statements made on this application and all 2009 AGP documents are true and correct;
- k. I have read and understand all the provisions of this Agreement and Guidelines and agree to the terms and conditions herein. I further agree that any false statements made as a part of the 2009 AGP application, or any other documents pertaining to the 2009 AGP documents, can be the subject of substantial civil and/or criminal liability and sanctions.
- l. I farm the following species of aquaculture and the acreage farmed is as follows;

<i>Eligible Species</i>	<i>Acreage Farmed 2010</i>
Baitfish	
Catfish	
Goldfish	
Hybrid-Striped Bass	
Large-Mouth Bass	
Tilapia	

Signature of Authorized Representative

Date

Title

25. STATE APPROVAL. This Agreement is executed by the STATE and shall be effective on the date indicated below,

On Behalf of State

Effective Date

SIGNED AGREEMENT. A signed copy of this agreement shall be sent to the following STATE contact on or before **Monday, October 25, 2010.** STATE official to receive agreement:

Ted McNulty
Director of Aquaculture
Arkansas Agriculture Department
1200 N. University Drive
Mail Slot 4912
Pine Bluff, AR 71601